

“MEMORANDUM OF AGREEMENT AND UNDERSTANDING”

**RECOGNITION AND PROCEDURES AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF THE CITY OF GLASGOW COLLEGE
AND
THE EDUCATIONAL INSTITUTE OF SCOTLAND / FURTHER EDUCATION
LECTURERS ASSOCIATION
(CITY OF GLASGOW COLLEGE BRANCH)**

Statement of Intent

In so far as the Boards of Management of the three City Centre Colleges of Central College, Glasgow; Glasgow Metropolitan College and Glasgow College of Nautical Studies have agreed to progress a proposal to merge and establish the new institution of the City of Glasgow College with effect from 1 August 2010, all parties agree to the adoption of the attached “Recognition and Procedures Agreement” from Vesting Date of the new institution.

The effective date of implementation of this Memorandum of Agreement and Understanding shall be that as indicated by the date of (latest) signature as indicated below.

Signed: _____ Date: _____
Depute Principal (On Behalf of the Board of Central College Glasgow)

Signed: _____ Date: _____
EIS / FELA Branch Secretary (Central College Glasgow Branch)

Signed: _____ Date: _____
Principal (On Behalf of the Board of Glasgow Metropolitan College)

Signed: _____ Date: _____
EIS / FELA Branch Secretary (Glasgow Metropolitan College Branch)

Signed: _____ Date: _____
Principal (On Behalf of the Board of Glasgow College of Nautical Studies)

Signed: _____ Date: _____
EIS / FELA Branch Secretary (Glasgow College of Nautical Studies Branch)

Signed: _____ Date: _____
Principal Designate,
City of Glasgow College (In Homologation)

**RECOGNITION AND PROCEDURE AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF
THE CITY OF GLASGOW COLLEGE
AND
THE EIS-FELA (CITY OF GLASGOW COLLEGE BRANCH)**

Equality / Diversity Statement

The new College will promote diversity, uphold equality of opportunity and tackle social exclusion. The College will respond to the needs of learners, staff and other stakeholders irrespective of age, disability, gender, gender reassignment, race, sexual orientation, marital / civil partnership status or pregnancy / maternity. The new College will be a diverse community and the College will value this variety and the benefits it brings to the working and learning environment.

1. STATEMENT OF RECOGNITION

- 1.1 The Board of Management of City of Glasgow College recognises the Educational Institute of Scotland Further Education Lecturers' Association (EIS-FELA), City of Glasgow College Branch, as the sole representative for negotiation and consultation in respect of terms and conditions of employment of the following employees of the Board of Management;
- a. For those staff formerly employed by Central College, Glasgow: All Lecturing Staff up to and including this with a salary placing of the appropriate Spinal Point 20 or equivalent on any renegotiated scale.
 - b. For those staff formerly employed by Glasgow Metropolitan College: All Lecturing Staff up to and including) those appointed to the role of Heads of Division or equivalent.
 - c. For those staff formerly employed by Glasgow College of Nautical Studies: Lecturing Staff up to and including those with a salary placing on the appropriate Spinal Column Point 18, or equivalent on any renegotiated scale.
 - d. Any newly appointed member of Lecturing Staff to the City of Glasgow College post Vesting Day, either on salary scale points equivalent to the provisions of 1.1 a, b or c above, or as otherwise defined and agreed as appropriate between the Board of Management and the Trade Union.
- 1.2 Any mutually agreed changes to terms and conditions will also apply to lecturing staff within the collective bargaining process who are not trade union members and will be incorporated into their contracts of employment within one month of any change.
- 1.3 The exclusion of other senior Lecturing Staff outwith the terms of this Agreement shall not prevent them seeking representation from the signatory parties if so desired.
- 1.4 The Terms and Conditions of Employment referred to which fall within the remit of this Agreement shall be determined from time to time by

agreement among the signatory parties. These shall be made available to staff as required by Employment Rights Act 1996 and based upon procedures agreed by LNC.

- 1.5 The parties to this Recognition and Procedure Agreement recognise that College Lecturing Staff contracts of employment will be subject to variation by the terms of any collective agreements made by the signatory parties to this Agreement. Such variation is applicable to individual members of the College Lecturing Staff who are not members of the Trade Union.
- 1.6 Notwithstanding the collective bargaining process, no employee of the College is bound to any dispute between the parties to this Agreement arising from negotiations in respect to terms and conditions of employment.

2. TRADE UNION MEMBERSHIP

- 2.1 The College recognises that it is desirable for staff to be members of a Trade Union. Staff are free, if they so wish, to join and remain in membership of the Trade Union, subject to the rules of that Trade Union.
- 2.2 The written statement of Particulars of Employment will include a statement indicating the collective bargaining arrangements and encouraging lecturing staff to join a Trade Union.
- 2.3 The College trade union representatives of the EIS-FELA Branch will be invited to participate in the Lecturing Staff induction process to promote the benefits of membership.

3. SCOPE OF RECOGNITION

- 3.1 This agreement is intended to provide formal recognition between the parties for the determination and negotiation of;
 - a. Terms and Conditions of employment.
 - b. College procedures for addressing matters of discipline and grievance.
 - c. Facilities for Trade Union officials and Trade Union Learning Representatives. Please refer to attached Appendix 1 for the Learning Agreement.
 - d. Health and Safety.

4. DATE OF EFFECT

- 4.1 This Recognition and Procedure Agreement will take effect from the date of Vesting Day of the City of Glasgow College.

5. STATEMENT OF INTENT

- 5.1 This Recognition and Procedure Agreement is designed to promote the development of good relations between the Board of Management and its employees.

- 5.2 This will be achieved by open and constructive discussion between all parties to create good employee relations and facilitate the development of the College to the mutual benefit of all concerned.
- 5.3 The College Board of Management and the EIS-FELA Branch jointly affirm their commitment to the maintenance of good employee relations and make this Agreement voluntarily and in good faith.

6. LEGAL POSITION

- 6.1 This Recognition and Procedure Agreement is designed to facilitate voluntary local negotiation on appropriate matters. The Agreement is not legally binding.

7. AMENDMENTS TO THIS AGREEMENT

- 7.1 Amendments to this Agreement may be made by the mutual and written agreement of all parties.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1 The Recognition and Procedure Agreement should operate in a spirit of co-operation. However any party may withdraw from the Agreement after giving six months notice of their intention.

9. LOCAL CONSULTATION AND NEGOTIATING MACHINERY

- 9.1 Consultation and negotiation between management and the trade union will be conducted in accordance with the following procedures:

Local Consultation Machinery

- 9.2 Joint Consultation and general information sharing between the parties outwith the terms of Part 3 of this Agreement shall take place at the College Joint Consultative Committee (JCC). This will be established as an open forum, with College Management and representatives of all recognised Trade Unions, to air matters of general concern.
- 9.3 Separate meetings and consultations between representatives of Management and the Trade Union may also be arranged as deemed necessary and appropriate, and at such times as may be considered to be mutually convenient, to discuss specific matters solely relating to Lecturing Staff.

Local Collective Bargaining Machinery

- 9.4 Negotiation on employment matters which relate solely to Lecturing Staff shall be conducted within a committee to be known as the Lecturers Negotiating Committee (LNC).
- 9.5 The composition of the LNC shall be 4 members from management and 4 from EIS-FELA and appropriate representation from Human Resources, acting in an advisory capacity and to take the record of the meeting. The trade union may call upon a full-time official to be in attendance.

- 9.6 The quorum for a meeting of the LNC shall be 2 from Management, to include the Principal (or their nominated deputy) and 2 from EIS-FELA.
- 9.7 Meetings will take place at least once in each academic block. Normally, meetings will be timetabled for the academic year.
- 9.8 Extra-ordinary meetings will normally be held within 10 days of a request being made by either side. This timescale may be extended by mutual agreement.
- 9.9 A senior representative will act as Committee Secretary and will be responsible for liaison with the Trade Union Branch Secretary (or their nominated deputy) with regards to the arrangements for any meeting and items for inclusion on the Agenda. The Agenda (and any associated papers) for any meeting will normally be circulated at least 5 working days prior to the meeting. The LNC will have responsibility for formally agreeing the minute of any meeting.
- 9.10 Meetings will be chaired on a rotational basis. In conducting the role of the Chairperson, the primary duty of the individual concerned will be to ensure the effective control of the meeting in terms of both the conduct and good order by individuals; that discussion remains focused on the Agenda; the setting and controlling of time limits for discussion on Agenda items and ensuring that an appropriate record of the meeting (including any action points) is maintained.
(Both sides agree to review the effectiveness and appropriateness of the nature of these rotational Chair arrangements within 3 months of implementation of this Agreement or on conclusion of 3 meetings, whichever is the later.
- 9.11 A statement of outcome will be agreed between both parties as soon as possible, but normally no later than three days, after the conclusion of the meeting.
- 9.12 Collective agreements reached shall be binding on the College and the Trade Union through the signatories of the authorised persons who must have authority to do so. The wording of collective agreements shall be agreed between both parties prior to signing. Formal Agreements will be signed by the Principal (or their Designated Deputy) and EIS-FELA Branch Secretary (or Designated Deputy). The Board of Management will homologate agreements reached at LNC.
- 9.13 The LNC will have the power to establish sub-committees. Sub-committees will normally comprise 2 Management representatives and 2 from EIS-FELA. The quorum shall be 1 from management and 1 from EIS-FELA. Sub-committees may make recommendations to the LNC for amendment and / or approval.
- 9.14 This Recognition and Procedure Agreement shall not detract from the right of communication between the Board of Management and their Employees and between the Trade Union and its Members.

10. RESOLUTION OF COLLECTIVE DISPUTES

- 10.1 In the event of any dispute arising that falls within the scope of this Agreement, it will be the intention to resolve the dispute without delay by discussion through the local negotiation machinery.
- 10.2 If a collective dispute arises relating to terms and conditions of employment, then the following procedure shall be followed:
- 10.3 The elected officers of the trade union shall formally advise, in writing, the Principal, or in his/her absence, their designated Deputy of the nature of the dispute and if possible, a proposed resolution.
- 10.4 A meeting shall be arranged between College management and the trade union officials, normally within 3 working days or by mutual agreement.
- 10.5 The meeting may adjourn for further discussion or investigation by mutual agreement but otherwise agreement or failure to agree shall be recorded.
- 10.6 Where it is not possible to resolve a dispute, it may be mutually agreed to seek advice, conciliation or arbitration through a third party such as ACAS.
- 10.7 During a dispute, neither side shall communicate with the media until failure to agree has been recorded as per 10.5 above.
- 10.8 The College management will refrain from implementing any change to terms and conditions which are subject to dispute and EIS-FELA branch will refrain from industrial action until the disputes procedure has been followed and all possible resolutions have been exhausted.

11. TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

- 11.1 Accredited representatives of the Trade Union may request reasonable statutory time off under the terms of the Trade Union and Labour Relations (Consolidation) Act 1992, Employment Relations Act 1999 and Transfer of Undertakings (Protection of Employment) Regulations 2006, for the purposes of:
- Negotiation on changes to terms and conditions
 - Consultation on employment and other relevant matters
 - Physical conditions/Health and Safety in the Workplace
 - Accompanying staff at formal procedures e.g. Discipline, Grievance
 - Engagement or non engagement, suspension of an employee(s)
 - Time off for Trade Union Training
 - Time off for Trade Union Learning Representatives
 - Time off for an elected member of the Trade Union to attend national executive meetings.
 - Meetings to discuss employment/workplace issues
 - Facilities e.g. accommodation and equipment for trade union activities.
- 11.2 The granting of paid time off will not normally be refused but will be subject to the exigencies of the service and should not adversely affect service provision. The appropriate line manager must consider this and the reasonableness of any such request.

- 11.3 Trade union representatives are entitled to reasonable time off work to be involved in trade union activities. Trade union representatives must seek permission for this from the Principal (or their designated deputy) at least 14 days in advance. Permission will not be withheld unreasonably contingent on the services of the College.
- 11.4 The Trade Union shall advise the Principal of the names of their representatives and their status.

Class Contact Remission

- 11.5 Trade Union Representatives will be given reasonable time off to carry out trade union activities. Current arrangements (as at June 2010) shall continue and will be reviewed from time to time. Total Weekly Hours Teaching Remission will be agreed in consultation with the Principal. Additional remission may be agreed in consultation with the Principal.
- 11.6 The EIS-FELA Branch Secretary will indicate to the Principal the distribution of remission time amongst branch officials and these will be incorporated into timetabling arrangements for the following session. Additional / alternative arrangements will be agreed if Trade Union Branch Officials change mid session.
- 11.7 Timetables will attempt to arrange common non teaching time for elected branch officials to assist working arrangements.
- 11.8 Meetings / ballots / elections should normally be in staff's own time unless permission is otherwise granted by the Principal or his designed Deputy, who shall have the final decision. Trade union officials may request paid time off for the purposes of urgent staff meetings. Three such meetings of one hour's duration shall normally be granted on request to the Principal.

12. TRADE UNION FACILITIES.

- 12.1 The following facilities shall be provided to recognised trade union representatives for carrying out confidential business.
- **Accommodation:** A room shall be provided where available together with an internet enabled computer with e-mail facilities. Reasonable use may be made of the e-mail facility. EIS-FELA Branch communications will not normally be subject to monitoring within the context of the College's Internet Access Policy.
 - **Telephones:** Reasonable use may be made for official trade union business. This shall be provided free of charge but the College reserves the right to introduce a charge.
 - **Postal Services:** Payment should be made for external mailings.
 - **Typing Facilities:** Reasonable use of typing facilities may be made and must be marked as trade union duties. Dependant upon workload, it may

not be possible to give priority to such documents. Typing will be free of charge but the College reserves the right to make a charge.

- **Photocopying Facilities:** Reasonable use of college copying, with the exception of colour printing may be made for copying official trade union documents.
- **Deduction of Trade Union Subscriptions:** The College shall provide, on request, the facility for subscriptions to be deducted from an employee's salary. This service shall be provided free of charge but the College reserves the right to introduce a charge if necessary. An authorisation of deduction from salary must be obtained from the employee.



**LEARNING AGREEMENT
BETWEEN
CITY OF GLASGOW COLLEGE
AND
THE EDUCATIONAL INSTITUTE OF SCOTLAND:
FURTHER EDUCATION LECTURERS' ASSOCIATION (EIS-FELA)**

1. City of Glasgow College agrees to promote lifelong learning opportunities for all members of staff. In consultation with the trade union learning representative(s), the College will put in place the arrangements necessary to identify learning needs and will work towards meeting those needs through agreed access and funding arrangements.
2. The College welcomes involvement of trade union learning representatives and agrees to work with the trade unions to ensure that they operate successfully within the College.
3. The College acknowledges the potential benefits to both individual staff members and to the College in the provision of lifelong learning opportunities. The College will ensure that all staff groups are equally aware of the learning opportunities available to them and that they are offered equal access to them.
4. The College recognises that a commitment to lifelong learning may include the identification of a range of individual learning needs which are not necessarily in line with the College's requirements in terms of ongoing staff development. However, the College gives a commitment that wherever possible, the identified learning requirements of individual members of staff will be met.
5. City of Glasgow College agrees to support the training and operation within the College of trade union learning representatives and agrees to adopt the following guidelines as a minimum requirement.
 - 5.1 The College will allow reasonable paid time off for those trade union members (identified in advance by the trade unions) wishing to undertake the recognised training course to enable them to carry out the role of trade union learning representative.
 - 5.2 The EIS/FELA and UNISON will each have one union learning representative. This arrangement shall be reviewed, if necessary, on an annual basis.

- 5.3 The College will allocate to each appointed trade union learning representative three hours per week (paid time off) in which to carry out their role, subject to operational requirements.
- 5.4 The College will provide staff members with reasonable paid time off in which to consult a trade union learning representative.
- 5.5 The College will establish ongoing arrangements to allow the trade union learning representative(s) to liaise and share information on training and funding opportunities with college management in relation to the lifelong learning/staff development function.
- 5.6 The College will facilitate the inclusion of trade union learning representatives in appropriate committees and/or working groups within existing college structures.
- 5.7 The College will assist in the promotion of the role of the trade union learning representative(s) among all staff groups.